

Carroll

Teamsters #238 (Mixed)

7/1/2006 6/30/2008

CITY OF CARROLL  
PUBLIC WORKS

COPY

In an attempt to minimize the financial impact of negotiating for the City of Carroll the membership by majority vote wishes the City to consider the following proposal as a settlement for a successor agreement to the current collective bargaining agreement.

The Union is presenting a ratified proposal as follows:

An across the board wage increase of 3.25% effective July 1, 2006

An across the board wage increase of 3.25% effective July 1, 2007

All remaining articles remain current contract and no change.

This is the entire proposal as a package for the Cities consideration and has already been ratified by the Union. If the City rejects this proposal in its entirety the Union reserves the right to present proposals and enter into bargaining with the City for consideration of said proposals.

Dated this 13th day of December, 2005.

For The City

For the Union

Rick Willett

Jeff D. Wauke

Ken L. Khour

ORIGINAL

Public Works

**Collective Bargaining Agreement between**

**CITY OF CARROLL, IOWA**

**and**

**TEAMSTERS UNION, LOCAL 147**

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**To Be Effective July 1, 2004, through June 30, 2006**

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THIS AGREEMENT is made and entered into at Carroll, Iowa, by and between City of Carroll, hereinafter referred to as the "City" or "Employer" and TEAMSTERS LOCAL UNION NO. 147, hereinafter referred to as the "Union."

In consideration of the covenants hereinafter contained by and on behalf of the City and the Union, it is mutually agreed as follows:

## **ARTICLE 1**

### **Intent and Purpose**

**1.1** It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the Employer, its Employees, the Union, and the Public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation of the Employer's business, to assure the orderly, effective and efficient operation of the City of Carroll in order to provide for the health, safety and welfare of the citizens of Carroll, Iowa, and to promote the prompt and efficient performance of work assigned to employees.

**1.2** The parties recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers of Carroll, Iowa.

**1.3** The parties further recognize that the basic purpose of the Employer is to operate and conduct its business, and that the City personnel are obligated to assist the City in keeping the City efficient and functional.

## ARTICLE 2

### Union Certification

**2.1** In Case No. 5469, the Union was certified by the Iowa Public Employment Relations Board on May 6, 1996, as the agent for certain employees of the Employer:

**INCLUDED:** All full-time employees in the following departments: Golf Course; Library; Administration; Street (All Crew Supervisor(s), Mechanic(s) and Municipal Service Workers); Water (All Utility Service Workers(s), Plant Operator(s), and Meter Service Worker(s)); Wastewater (All Plant Operator(s) and Utility Service Worker(s)); Parks (All Municipal Service Workers); Recreation (All Municipal Service Workers); Program Specialist(s), Rec Center Worker(s), and Secretary(s); Cemetery (All Crew Supervisor(s)).

**EXCLUDED:** All supervisory employees (including, but not limited to the following positions: Street Superintendent, Water Superintendent, Wastewater Superintendent, Golf Course Superintendent, Parks Superintendent, Rec Center Director, and Maintenance Specialist); All professional employees (including, but not limited to the following positions: City Manager, Director of Public Works, Park and Recreation Director, City Clerk/Finance Director, Building Official, Engineering Technician and Librarian); All confidential employees (including, but not limited to the following positions: Deputy City Clerk, Secretary (Administration), and Data Processing Clerk(s)); All part-time employees; All temporary, fill-in, substitute and seasonal personnel; All independent contractors and

subcontractors; All guards and security personnel; All employees of the Public Safety Department (Police and Fire); All employees of the City-County Communications Commission; and All other positions excluded by the PERA.

### **ARTICLE 3**

#### **City and Union Rights and Responsibilities**

**3.1** Except to the extent expressly abridged by a specific written provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees, hire, promote, demote, transfer, assign and retain employees in positions within the public agency, discipline, suspend, or discharge employees for proper cause, to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer, initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

**3.2** In addition to all authority, powers, rights and prerogatives of the Employer as set forth in the paragraph above, all of the authority, powers, rights and prerogatives the Employer had prior to this or any other Agreement are retained by and reserved to it and shall remain within its exclusive



control, except to the extent expressly limited by a specific provision of this Agreement.

3.3 The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no unlawful discrimination by the Employer or the Union because of membership or nonmembership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the Employer.

3.4 The Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the workers in the unit.

## ARTICLE 4

### Definitions

4.1 A regular employee is a permanent, full-time employee who has completed his/her probationary period.

4.2 A permanent employee is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.

4.3 Part-time employees, and temporary employees hired to cover situations such as seasonal demands or replacements for absenteeism or vacations shall not become regular employees under this Agreement.

4.4 A probationary employee is one who has not completed his/her probationary period, as set forth by the Employer.

**4.5** The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.

**4.6** The word "employee" when used in this Agreement shall be limited to mean "regular employee."

## **ARTICLE 5**

### **Work Stoppages**

**5.1** The Employer agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Union.

**5.2** The Union agrees that neither it nor its officers, agents or representatives, nor any employee covered by this Agreement, will directly or indirectly cause, authorize, induce, encourage, instigate, ratify, condone, participate in, or fail or refuse to prevent any work stoppage, strike, slowdown, boycott, picketing, or any other action or inaction which interrupts or interferes with the operations of the Employer.

**5.3** In the event of a violation or threatened violation of above Section 5.2, the Union agrees that it will take immediate affirmative steps with the persons involved (such as public announcements, letters, bulletins, telegrams, and meetings) to bring about an immediate cessation of such violation and an immediate resumption of normal operations.

**5.4** Nothing in this Article shall be construed as a restriction or limitation on the Employer's right to immediate recourse to any court or administrative agency of competent jurisdiction.

## ARTICLE 6

### Health and Safety

6.1 The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining City of Carroll rules and regulations as to health and safety.

6.2 All employees shall at all times possess the health qualifications required by the Employer, including, but not limited to, the qualifications set forth in the Rules and Regulations of the City of Carroll.

## ARTICLE 7

### Grievance Procedure

7.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

7.2 A grievance is defined as a timely filed claim by a non-probationary employee covered by this Agreement which alleges that there has been a violation of a specific provision of this Agreement by the Employer. Alleged claims as to which other means of resolution are provided by statute or administrative procedure applicable to the Employer shall not be considered grievances and shall not be cognizable as such under this Article.

7.3 Should an employee claim a grievance, it shall be processed in the following manner:

Step 1: An employee who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than two (2) working days after the occurrence upon which the grievance is based, by informal discussions with Department Head. The Department Head will give his/her oral answer to the grievance within five (5) working days after the grievance was presented to him/her.

Step 2: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to Step Two, the grievant will reduce the grievance to writing and submit it to the City Manager within five (5) working days after receipt of the oral answer in Step One. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved, and the relief sought. The City Manager will provide a written answer to the grievant within five (5) working days after receipt of the written grievance.

**7.4** If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the City Manager within ten (10) calendar days after receipt of the Employer's answer in Step Three. Said written notice must be signed by an authorized representative of the Union. Within ten (10) calendar days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall, within fifteen (15) calendar days after receipt of the notice, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) calendar days after receipt of the panel, the Union shall strike the first name from the list, the Employer the second, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and

remaining person shall act as the arbitrator. Subject to the availability and convenience of the Employer and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

**7.5** An arbitrator selected pursuant to the provisions of Section 7.4 shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the Employer, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date upon which the grievance was first submitted. The arbitrator shall not in any way limit or interfere with the authority, powers, rights, prerogatives or discretion of the Employer under the terms of this Agreement or applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority and supported by a preponderance of the competent evidence, be final and binding upon the parties. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the City Manager and the Union.

**7.6** The reasonable expenses, fees and costs of the arbitrator, court reporter, transcript, and hearing room shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

**7.7** All grievances shall be presented, discussed and processed during the grievant's non-working time.

**7.8** The time limits specified in this Article shall be strictly observed. If a grievance is not

presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Employer's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the Employer's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step. These time limits may be extended only by mutual written agreement.

**7.9** If any claim or complaint is filed in any form or forum other than under the grievance procedure of this Agreement, then the City Manager shall not be required to process the same or similar claim or set of facts through the grievance procedure.

## **ARTICLE 8**

### **Impasse Procedure**

**8.1** The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiation.

## **ARTICLE 9**

### **Workweek**

**9.1** This Article is not to be construed as a guarantee of hours of work or pay per day or days of work or pay per week. Determination of daily and weekly hours of work shall be made solely by the Employer. For purposes of overtime and compensatory time, the Employer will establish a forty (40) hour work period as allowed by the Fair Labor Standards Act.

**9.2** No employee covered by this Agreement shall exchange tours of duty or days off with another employee without the express prior written approval of the Department Head or his/her designee.

**9.3** The normal work week for employees shall consist of five (5) eight (8) hour days. The work day shall include an unpaid lunch period of at least thirty (30) minutes, which will be taken at or near the middle of the eight (8) hour shift. All employees will be provided a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed.

**9.4** All overtime work must be authorized by and have the prior approval of Department Head.

**9.5** When an employee performs work other than his/her job classification, the employee shall be paid the highest rate of pay in effect at the time.

**9.6** (a) Effective July 1, 1997, employees covered by this Agreement who are subject to the Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours actually worked in excess of forty (40) hours per week. (b) At the discretion of the Department Head, compensatory time may be allowed at one and one-half (1 1/2) times the number of hours worked in excess of the hours in an applicable work period, as set forth in subsection (a) of this Section. Employees may be required to take overtime pay instead of receiving compensatory time. Compensatory time will be credited to eligible employees in amounts not to exceed 40 hours and will be used by December 31 of the year in which it was earned. Compensatory time earned, but not used by December 31 of the contract year in which it was earned, will be paid for by January 15 of the following year. Upon termination of employment, an eligible employee will receive payment for any unpaid, unused compensatory time. (c) For purposes of determining overtime compensation as set forth in subsection (a) of this Section, jury duty leave, holiday hours and vacation hours shall be included as "hours actually

worked.”

**9.7** The Employer retains its discretion to exempt employees in the Parks and Recreation Departments from the limits established in this Agreement with regard to accrual, or use of, compensatory time.

**9.8** Employees may accrue compensatory time in amounts not to exceed 40 hours no more than twice per calendar year.

**9.9** Payroll shall be distributed no later than seven days following the end of the pay period.

## **ARTICLE 10**

### **Seniority**

**10.1** Seniority means an employee’s length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classifications are those set forth in Article 16.

**10.2** A new employee shall serve a probationary period of six (6) months, which may be extended upon mutual consent of the Employer and Union. Upon completion of the probationary periods, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.

**10.3** When the working force is to be reduced, the Employer will select which job classification is to be reduced. The employee with the least job classification seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.



**10.4** Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within one (1) day after receipt thereof and actually report to work in three (3) days after receipt of notice, unless otherwise mutually agreed to. In the event that employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

**10.5** An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.
- (d) One (1) day per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within three (3) days, unless otherwise mutually agreed to, after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or the employee's length of service,

whichever is lesser.

(h) Employee retires.

**10.6** When new jobs are created or vacancies occur notice of the availability of those positions will be made to current employees prior to advertising the position to the public. Positions will be filled by the best qualified person. In the event the Employer determines that qualifications are equal, the position will be filled by the most senior employee.

## **ARTICLE 11**

### **Leaves of Absence**

**11.1** Eligibility for leaves provided by the Employer shall be limited to a regular full-time employee who has completed his/her probationary period. All leaves shall be without any pay from the Employer unless otherwise expressly specified. An eligible employee granted a leave shall not be eligible for any fringe benefits, including holiday pay, or accrue retirement, vacation or sick leave during the period of such leave. Unless otherwise expressly specified, premiums for insurance normally paid by the Employer will be paid by the employee during the period of such leave, if the employee elects to continue coverage. Any employee engaged in work for pay from another employer while on such leave, or who fails to report to active employment at the expiration of a leave, will have his/her employment with the Employer terminated immediately and automatically.

**11.2** The Family and Medical Leave Act of 1993 provides that all employees employed by the Employer for at least twelve (12) months and have worked at least 1,250 hours during the previous (12) months, be entitled to a total of 12 work weeks of leave during any twelve (12) month period.

Any eligible employee who takes leave for the intended purpose of the leave shall be entitled, on return from such leave:

1. To be restored by the Employer to the position of employment held by the employee when the leave commenced; or
2. To be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes leave, the Employer shall maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date the employee commenced the leave until the date the employee is restored.

**11.3 Family Care Leave.** Employees may use up to a maximum of three (3) days with pay per fiscal year for the purpose of providing care for an employee's household family members who are sick and in need of care. This benefit shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only if not in conflict with City manpower or scheduling needs. The benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

In order to receive compensation while absent on Family Care Leave, the employee shall notify the supervisor in advance. All Family Care Leave must be approved in advance by the supervisor.

**11.4 Jury Duty.** An employee required to serve as a juror or as a witness shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees received from the court to the City.

Employees who are called to jury duty during scheduled working hours shall show proof of this fact and shall be paid his/her regular pay. Mileage, per diem meal reimbursement and other out-of-pocket reimbursement items shall be retained by the employee. An employee who is summoned for jury duty but who is not selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

**11.5 Injury Leave.** An employee who is physically able must report an injury within twenty-four hours of the injury, however, minor, to his/her supervisor and take such first aid or medical treatment as may be necessary. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto. Injury leave with pay shall be granted to permanent employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned job. Paid injury to be charged against the employee's sick leave balance shall apply to the waiting period not covered by worker's compensation.

**11.6 Funeral Leave.** An employee shall be granted not to exceed four (4) days of paid leave in order to attend the funeral of the employee's spouse or child. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day after the funeral.

An employee shall be granted not to exceed three (3) days of paid leave in order to attend the funeral of an employee's parent, parent substitute, sister, brother, mother-in-law or father-in-law. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day after the funeral.

An employee shall be granted not to exceed one (1) day of paid leave in order to attend the funeral of the employee's grandparents, spouse's grandparents, aunts, uncles, brother-in-law or sister-in-

law. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day after the funeral. Use of leave under this subparagraph shall be deducted from accrued sick leave.

An employee may request not to exceed one (1) day of time off without pay to attend the funeral of a relative or friend, or to serve as a pallbearer. An employee may request not to exceed two (2) days off without pay to attend the funeral of a relative listed in Sections 1, 2 and 3 if additional travel time is needed in order to attend the funeral or settle family estates.

11.7 Emergency Leave. Employees may use up to a maximum of three (3) days with pay per fiscal year for the purpose of providing care of an employee's spouse, child, mother, father, in-law parents, brother, sister, who is experiencing a serious illness. Serious illness shall be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. The Emergency Leave benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

11.8 Leave of Absence Without Pay. The City Manager may grant a regular full-time or probationary employee a leave of absence without pay, if in his/her opinion, such leave will serve the best interest of the City. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be deemed a voluntary resignation. Leave of more than sixty (60) days, except for disability shall result in an adjustment to the employees seniority date equal to the time of the leave. Sick leave or vacation benefits do not accrue during a leave without pay.

11.9 Department Heads may grant a regular full-time or probationary employee a leave of absence

without pay not to exceed two days. Such leaves shall be reported immediately to the City Manager.

An employee shall be granted a leave of absence without pay if appointed to an elective office in the City for the balance of the term of such office.

## ARTICLE 12

### Vacations

12.1 Eligibility and Allowances. Each regular full-time employees shall earn vacation on a monthly basis as the following schedule:

<u>Service Requirement</u>	<u>Vacation Allowance</u>
During first year of employment	3.34 hours/month
Beginning 2 <sup>nd</sup> year of employment	6.67 hours/month
Beginning 8 <sup>th</sup> year of employment	10.00 hours/month
Beginning 18 <sup>th</sup> year of employment	13.34 hours/month
Beginning 25 <sup>th</sup> year of employment	16.67 hours/month

Employees shall not be allowed to use accumulated vacation leave for the first 12 months of employment. Only accrued vacation hours may be taken. Vacation leave may be accrued to a maximum of 160 hours. Vacation hours may not be accrued beyond 160 hours.

An employee leaving the employment of the City shall be compensated for vacation leave accrued and unused to the date of termination at the hourly rate at the time of termination.

No employee shall receive cash payment in lieu of vacation.

The City Manager may advance an employee's position on the vacation scale due to past experience and/or education achievement.

**12.2 Vacation Pay.** The rate of vacation pay shall be the employee's regular straight time rate of pay for the time for which he/she would have been regularly scheduled to work. Vacation shall be taken in increments of one full hour.

**12.3 Choice of Vacation Period.** The City Clerk will maintain the official record of vacation leave credit and its use. Departments will schedule vacation leaves with regard to seniority of employees, the department's operating requirements and responsibilities and insofar as possible with the requests of employees. All vacation time off requires the prior approval of the respective Department Head.

**12.4 Holiday During Vacation Period.** If a holiday occurs during the employee's scheduled vacation period, such holiday shall not be charged as vacation.

## **ARTICLE 13**

### **Sick Leave**

**13.1 Sick Leave.** Sick leave will be granted to all regular full-time employees on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee. Sick leave may be used for medical exams and consultations with physicians.
- b. Sick leave with pay shall accumulate at the rate of eight (8) hours per month of continuous employment and can accumulate up to a maximum of one thousand four hundred-forty (1440) hours.



- c. Any employee who requests sick leave shall contact the Department Head or designee prior to the beginning of the employee's scheduled shift whenever possible.
- d. A medical verification of illness or injury may be required by the Employer for the substantiation of the need for sick leave if the leave is more than three (3) working days.

## ARTICLE 14

### Holidays

14.1 Regular full-time employees are eligible for the following paid holidays:

New Year's Eve Day (One-half day)

New Year's Day

Good Friday (One-half day)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day (Friday)

Christmas Eve Day (One-half day)

Christmas Day

One Floating Holiday per year (may be taken at the discretion of the employee with approval of the Department Head (following successful completion of the employee's probationary period but not to be carried into the next calendar year.)

**14.2** Regular full-time employees when required to work a recognized holiday shall be paid one and one-half (1 ½) time for time actually worked.

**14.3** Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on the preceding Friday. If a holiday falls on an employee's regularly scheduled day off, the employee shall not lose the holiday and will be compensated either by cash or later time off at the City's discretion. When an employee's services are required for an emergency or performance of an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1 ½) times the regular rate for the actual hours worked plus eight hours regular holiday pay.

**14.4** No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, and the entire first scheduled workday immediately following the holiday. An employee on leave of absence or layoff is not eligible for holiday pay.

## **ARTICLE 15**

### **Insurance**

**15.1** The parties recognize and declare the necessity of taking all reasonable efforts to minimize the costs of the employee and dependent health coverage. The Union recognizes the substantial increases in such coverage that have occurred over time, and realizes that in order to keep such costs at an absolute minimum, the Employer must retain all rights to do so, including but not limited to, the right to select any insurance carrier(s), to designate those services subject to any deductible or copayment the employee must pay, to require the employee to obtain a second medical opinion, or to self-insure all or any portion of the benefits. The Employer agrees to notify

the Union of all such changes and to provide the Union the right to discuss the implementation of such changes. The Employer further agrees that it will not provide any insurance benefit to a non-represented group of City employees that it has not offered to the Union.

**15.2** As a part of the parties' combined efforts to minimize health coverage costs, the Union acknowledges that the City will pursue either traditional health coverage or a Health Reimbursement Arrangement (HRA). In the event traditional health coverage is obtained, the parties contemplate that the employee's responsibility for deductibles shall be \$500 on Individuals and \$1000 on Families for In-Network services received; coinsurance by the employee shall be applied where indicated in the plan documents, often following the deductible, and will be paid at 80% by the insurance carrier and 20% by the employee for In-Network services received. Maximum Out-of-Pocket costs will be \$1000 on an individual and \$2000 on a family, excluding Office Visit and Rx copayments, which will continue after the Out-of-Pocket Maximums have been reached for the calendar year. Prescriptions will be covered at a level of \$10/\$25/\$40; and office visits will require a \$10 copayment per date of service. In the event contract changes are required by the insurance carrier at plan renewal which occurs each year, the Union acknowledges that the City does not have control over these changes and will make every attempt to continue to offer a plan design that resembles the above as closely as possible within the confines presented by the insurance industry.

In the event an HRA is obtained, the parties contemplate that employees will be responsible for \$0 deductible, and coinsurance on all services on a first dollar basis covered at 62.5% by the HRA Funds and 37.5% by the employee. Maximum Out-of-Pocket expenses on an HRA will be limited to \$750 per Single plan and \$1500 per Family Plan for In-Network Services. The Union acknowledges that an HRA is an IRS rule. Should changes be made to this rule that make it more restrictive than the present laws, the City is required to adjust its plan design accordingly.

**15.3 Employee Contribution.** The Employer shall provide single health insurance coverage at no

cost to the employee. If the employee selects dependent health coverage, the employee shall contribute \$0.00 of the monthly premium. If any employee or dependent fails to participate in the Employer's Wellness, Fitness or Non-Smoking programs, the Employee shall contribute an additional \$50.00 of the monthly insurance premiums.

**15.4** It is further understood and agreed that a difference between an employee or his/her beneficiary and any insurer or processor of claims shall not be subject to the grievance procedure.

**15.5** The Employer shall provide and pay for life insurance for each employee in the amount of \$10,000.00.

**15.6** The Employer shall provide workers compensation coverage as required by state law.

**15.7** If, during the term of this Agreement, there is a change in federal or state law that would require any material modifications to this Article, the employer and the Union agree to reopen negotiations for the limited purpose of establishing new provisions for those affected by the change in federal or state law. If the Employer and the Union cannot agree on new provisions by the date the changes are required, or after 90 days, whichever is earlier, the dispute will be resolved pursuant to Article 7.

## **ARTICLE 16**

### **Wages**

**16.1** The top rate salary for regular, full-time positions shall be as follows:

<b>Job Title</b>	<b>F.Y. 2004/2005 Top of Range</b>	<b>F.Y. 2005/2006 Top of Range</b>
Wastewater Operator	36,266.72	37,354.72
Mechanic	36,266.72	37,354.72
Water Plant Operator	36,266.72	37,354.72

Cemetery Sexton	32,908.68	33,895.95
Municipal Service Worker	31,565.47	32,512.44
Program Specialist	31,565.47	32,512.44
Ass't Golf Course Super.	30,720.26	31,641.87
Secretary	26,027.28	26,808.10
Receptionist/Clerk	21,745.41	22,397.77
Recreation Center Worker	20,228.28	20,835.13

New hires for regular full-time position will have a five (5) year wage progression:

No experience	75% of top rate
After 1 year	80% of top rate
After 2 years	85% of top rate
After 3 years	90% of top rate
After 4 years	95% of top rate
After 5 years	100% of top rate

**16.3** The Employer may start a new hire at any level on the five-year wage progression schedule based on previous experience, education or training.

## **ARTICLE 17**

### **Bulletin Board**

**17.1** An employee bulletin board can be used by the Union to post official Union notices. Prior approval of the City Manager is required before anything can be posted.

## **ARTICLE 18**

### **Dues Checkoff and Indemnification**

**18.1** Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days' written notice, the Employer agrees to deduct initiations fees, special assessments, and the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designation by the Union in writing to receive such deduction. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

## **ARTICLE 19**

### **General Provisions; Term of Agreement**

**19.1** This Agreement constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

**19.2** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth

in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

19.3 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

19.4 This Agreement shall become effective July 1, 2004, and thereafter shall remain in full force and effect until June 30, 2006, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to terminate this Agreement on or before September 1, 2005, or on or before September 1st in any succeeding renewal year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 23rd day of February, 2004.

CITY OF CARROLL

By

Mayor

TEAMSTERS LOCAL 147

By

Union Representative

By

Manager

By

Committee Member